OREGON NURSES ASSOCIATION
SAMARITAN LEBANON COMMUNITY HOSPITAL
MODEL BARGAINING UNIT BYLAWS

May 14, 2007
Ratified July 9, 2010
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Article 1- Name and Purpose

1.1 Name- The name of this bargaining unit shall be the PNAL Professional Nurses Association of Lebanon Bargaining Unit of the Oregon Nurses Association, hereinafter referred to as PNAL-ONA.

1.2 Purpose - The bargaining unit is formed for all legal purposes including:

   1.2.1 To unite into one labor organization all workers eligible for membership, regardless of religion, race, creed, color, national origin, age, physical disability, sexual orientation or gender identity.
   1.2.2 To secure and maintain improved wages, hours, working conditions, benefits and other advantages through concerted, economic, political, and other lawful methods;
   1.2.3 To work for adherence to the American Nurses Association’s (ANA) Code for Nurses, and the Oregon Nurses Association (ONA) Bylaws;
   1.2.4 To establish and promote high standards of practice for healthcare workers;
   1.2.5 To engage in organizing workers to provide the benefit of unionism to all workers;
   1.2.6 To provide financial and moral assistance to other labor organizations or other bodies having purposes and objectives in whole or in part similar or related to those of the PNAL-ONA;
   1.2.7 To protect and preserve the, ONA and PNAL-ONA as an institution;
   1.2.8 To carry out the objectives of the ONA;
   1.2.9 To levy and receive `dues, manage, invest, expend or otherwise use the funds and property of this organization to carry out the duties and to achieve the objectives set forth in these Bylaws and/or ONA Bylaws and/or Constitution;
   1.2.10 Select a delegation to the ONA House of Delegates in conjunction with the local District(s) Bylaws; and

       1.2.10.1 In accordance with ONA Bylaws Article IV. Section 3. Subsections C and D.

   1.2.11 To promote relationships with nursing students.

1.3 Relationship to ONA

   1.3.1 PNAL-ONA is one of ONA’s bargaining units where ONA is the exclusive representative for purposes of collective bargaining.
   1.3.2 If applicable, the PNAL-ONA shall enter into a written agreement with ONA for the collection and accounting of membership dues and for verification of the membership base.
   1.3.3 PNAL-ONA shall enter into other written agreements as deemed necessary by ONA.
1.3.4 PNAL-ONA shall operate within the policies established by ONA’s Board of Directors and the ONA Cabinet on Economic and General Welfare, hereinafter EGW.

Article 2 - Membership

2.1 Membership Eligibility - Any individual covered under the collective bargaining agreement between the ONA and PNAL is eligible to join and maintain membership subject to the requirements imposed by these Bylaws and the ONA Bylaws.

2.2 Good Standing - To be a member in good standing, the individual must:

2.2.1 Be a member of the ONA;
2.2.2 Pay all dues and assessments in full as established by the, ANA, ONA and PNAL-ONA;
2.2.3 Abide by ANA, ONA, PNAL-ONA code of conduct, bylaws and/or constitutions;
2.2.4 Not interfere with the elected officers of the PNAL-ONA in the performance of their duties;
2.2.5 Refrain from engaging in dual unionism which is defined as assistance to one or more labor organizations that compete with the collective bargaining interests of ONA, other constituent State Nurses Associations (SNAs), and/or ANA; and
2.2.6 Not cross a strike picket line at an ONA, or SNA represented facility, unless required by the collective bargaining agreement or pursuant to ONA’s emergency procedures.

2.3 Membership Rights - Members in good standing have the following rights:

2.3.1 All rights and benefits provided by ONA and ANA;
2.3.2 Attend and participate in PNAL-ONA meetings;
2.3.3 Nominate or vote for elected officers or committee chairs within PNAL-ONA;
2.3.4 Vote on contract issues, proposals or ratification as proposed by the PNAL-ONA negotiating committee;
2.3.5 Vote on changes to PNAL-ONA Bylaws;
2.3.6 Participate in contract bargaining surveys;
2.3.7 Receive regular PNAL-ONA communications; and
2.3.8 Appointment and/or election to PNAL-ONA committees.

2.4 Fair-share Members

2.4.1 Attend meetings.
2.4.2 May not hold an elected position nor any bargaining unit office; but may serve on the negotiation team.
2.4.3 Nominate or vote for elected officers or committee chairs within PNAL-ONA;
2.4.4 Vote on contract issues, proposals or ratification as proposed by the PNAL-ONA negotiating committee;
2.4.5 Vote on changes to PNAL-ONA Bylaws;
2.4.6 Participate in contract bargaining surveys;
2.4.7 Receive regular PNAL-ONA communications; and
2.4.8 May vote on ratification of newly negotiated collective bargaining agreement.

2.5 Non-Members- non-members include:

2.5.1 A nurse who makes no dues payments to ONA or fair-share payments or is three months or more in arrears;
2.5.2 A nurse who is a bona-fide religious objector.

Article 3- Dues

3.1 ONA Membership Dues- ONA membership dues will be established annually in accordance with, ANA and ONA’s constitution, bylaws, policies and procedures.

3.2 PNAL-ONA Dues Assessment & Special Assessment- the PNAL-ONA may elect to increase the monthly dues by an amount which will be apportioned to the local treasury from the ONA. The following procedures will be followed:

3.2.1 The PNAL-ONA Executive Committee must receive the EGW Cabinet’s approval for the amount, duration and purpose of any dues and special assessments prior to bringing the issue to a bargaining unit vote.

3.2.2 The PNAL-ONA Executive Committee will provide reasonable notice to the membership of the proposed dues or special assessment, including the amount, duration, purpose of the assessment and the date, place and manner in which the membership will vote on whether or not to agree to the assessment.

3.3 Method of Payment- members may elect to pay dues and assessment by direct billing, payroll deduction or electronic deposit.

3.4 Failure to Pay- any member who is three months in arrears in the payment of dues, fines, assessments, or other charges, shall upon written notice stand suspended and shall not be entitled to any rights or privileges of membership in PNAL-ONA. Any member who has been automatically suspended for failure to pay dues and other charges shall be under a continuing obligation to pay dues during the period of her/his suspension. Upon payment of the delinquent monies, the member shall be restored to good standing status. The ONA shall have the power to waive, on a non-discriminatory basis, the payment of delinquent monies.

Article 4- Nominations and Elections of Officers, Delegates and Negotiating Committee Representatives

4.1 Nominations-

4.1.1 At least thirty (30) days prior to an election, members in good standing will submit in writing names of candidates for elective officers and delegates to the Secretary of the Executive Committee.

4.1.2 The Secretary of the Executive Committee or Membership Chair will verify that all nominees are in good standing.
4.1.3 The Secretary of the Executive Committee will confirm that the nominees have consented to serve.

4.1.4 The Secretary of the Executive Committee will construct a ballot reflecting the nominees who are in good standing and otherwise meet all established qualifications.

4.1.5 Members are eligible to serve in only one Executive Committee office.

4.1.6 The Secretary of the Executive Committee will post in conspicuous locations and mail and/or e-mail a list of all candidates to the membership at least fourteen (14) calendar days in advance of the elections.

4.1.7 At the discretion of the executive committee, where only one qualified candidate is nominated for a position, an election will not occur for that position, and the single qualified candidate will be awarded the position.

4.2 Elections

4.2.1 Officers shall be elected within three months of the ratification of the contract. They shall serve for the remainder of the contract term, or until successors have been elected.

4.2.2 Voting shall be by secret ballots of the members in good standing as verified by the Secretary of the Executive Committee and the Elections Committee.

4.2.3 A cumulative majority vote by secret ballot of the members in good standing shall decide the issue. Only those members present may vote, as well as those with appropriate absentee ballots.

4.2.4 Nothing contained herein shall preclude the PNAL-ONA Executive Committee in the exercise of its discretion, from directing that the election be conducted by mail or absentee ballot. Appropriate notice and safeguards for preserving the secrecy of the balloting shall be ensured.

4.2.5 In case of a dispute on voting eligibility, such individuals will be allowed to vote, but their ballots will be set aside and uncounted until membership eligibility can be determined. Under no circumstances will the outcome of the election be delayed for longer than seven (7) days.

4.2.6 In case of a vacancy, the BEO shall appoint a member to fill the position temporarily. The appointment will become permanent pending the approval of the majority of qualified members present at the next general meeting.

4.3 Special Elections- If both the Chairperson and Vice-Chair positions are vacated, then a special election will be held to elect individuals who will finish out the terms. Nominations will be taken pursuant to Article 5.1 and elections will be held pursuant to Articles 5.2.

Article 5- Executive Committee

5.1 Introduction- For bargaining units with less than 150 members, the Executive Committee is the only committee that the PNAL-ONA must have. The other committees are strongly suggested but are not required. For bargaining units with more than 150 members, maintenance of each committee is required, although it is recognized that at times there may be no members interested in serving on a particular committee. Under such circumstances, it is the responsibility of the
Executive Committee, to the best of its ability, to ensure the duties of the defunct committee(s) are fulfilled.

5.2 Duties- the Executive Committee shall be composed of elected or appointed ONA members in good standing and act as a steering committee to conduct the day-to-day business of the PNAL-ONA with respect to the objectives outlined in the PNAL-ONA and ONA’s Bylaws and in cooperation with ONA and ONA staff.

5.3 Scope- Ideally, the PNAL-ONA Executive Committee shall consist of a Chairperson, a Vice-Chair, a Secretary, and a Treasurer. At a minimum, the Executive Committee shall consist of a Chairperson, Vice-Chair and Secretary/Treasurer. A Membership Chair is optional.

5.4 Failure to Have a Minimum- a bargaining unit that is unable to maintain the minimum number of members of the Executive Committee will be placed in trusteeship and the existing members of the Executive Committee, if any, will be required to work with ONA staff to ensure compliance with these Bylaws.

5.5 Term - Officers shall be elected within three months of the ratification of the contract. They shall serve for the remainder of the contract term, or until successors have been elected

5.6 Responsibilities-

5.6.1 CHAIRPERSON-

5.6.1.1 Conduct and supervise the affairs of PNAL-ONA in accordance with these Bylaws;
5.6.1.2 Serve as an ex-officio member of all PNAL-ONA committees;
5.6.1.3 Appoint special committees and their members with the approval of the Executive Committee;
5.6.1.4 Fill vacancies that occur on committees with the approval of the executive committee until the next regular election;
5.6.1.5 In conjunction with the Treasurer, disburse or order the disbursement of all monies necessary to pay the bills, obligations and indebtedness of PNAL-ONA, which have been properly incurred as provided herein;
5.6.1.6 Enforce these Bylaws and ensure that all officers perform their respective duties.

5.6.2 VICE-CHAIR-

5.6.2.1 Assist the Chairperson in the discharge of all duties;
5.6.2.2 Perform such other duties and render such assistance as may be directed by the Chairperson;
5.6.2.3 Shall serve on the Grievance Committee.
5.6.2.4 In case of the Chairperson’s absence, the Vice-Chair shall perform the duties of the Chairperson; and
5.6.2.5 Should the Chairperson’s position be vacated, the Vice-Chair shall serve as the Chairperson until the next election.

5.6.3 SECRETARY-
5.6.3.1 Send out meeting notices as directed;
5.6.3.2 Shall keep a current list of bargaining unit nurses and their membership status, ensuring any new data is also obtained from the Membership Chair.
5.6.3.3 Collect names of nominees for elected positions and construct a ballot for all the names submitted;
5.6.3.4 Confirm that the nominees are willing to serve and when there is no Membership Chair, ensure the nominee is in good standing;
5.6.3.5 Verify that amendments to bylaws are properly submitted;
5.6.3.6 Record, maintain and archive minutes for all Executive Committee meetings;
5.6.3.7 Sit on the Elections Committee; and
5.6.3.8 Conduct correspondence as directed by the Executive Committee.

5.6.3.9 TREASURER-Has financial responsibility over the financial affairs of the PNAL-ONA;
5.6.3.10 Make at least a quarterly report to the Executive Committee and EGW that includes the assets and liabilities of the PNAL-ONA; and
5.6.3.11 Keep itemized records, showing the source of all monies received and spent, and keep records, vouchers, work sheets, books and accounts and all resolutions to verify such report and provide a copy of this information to EGW by December 31st of every year.

5.6.4 GRIEVANCE CHAIR- coordinate the following activities in cooperation with the ONA staff representative:

5.6.4.1 Conduct and supervise the affairs of the Grievance Committee in accordance with these Bylaws;
5.6.4.2 Oversees the processing and investigation of all grievance complaints filed by BU members;
5.6.4.3 Responsible for securing representation, if requested, for the grievant;
5.6.4.4 Strive that each nursing unit has at least one-unit steward who is a member in good standing. Endeavor that those stewards receive training in the processing of grievance and representation of grievants; and
5.6.4.5 Report to the Executive Committee and ONA in a timely fashion all grievance complaints.

5.6.5 MEMBERSHIP CHAIR-

5.6.5.1 Conduct and supervise the affairs of the Membership Committee in accordance with these Bylaws;
5.6.5.2 Ensures that all new hires are contacted in a timely fashion to discuss membership in the PNAL-ONA and the ONA, ensures new hires are provided with a copy of the collective bargaining agreement, these Bylaws, a ONA membership application and to ensure that the new hires are introduced to the new hires’ unit steward;
5.6.5.3 Strive to increase the membership of the bargaining unit;
5.6.5.4 Maintain a group of activist members who are members in good
standing and who are willing to perform duties at the request of
the Executive Committee or ONA. The goal should be to get at
least one activist in each unit at the hospital;
5.6.5.5 Ensure that the activists receive training in organizing; and
5.6.5.6 Ensure that membership records accurately reflect who are: a)
members in good standing; b) members in bad standing; c) fair-
share members; d) bona-fide religious objectors; e) new hires
who are potential new members; and f) non-members. The
Membership Chair will ensure that the list is updated on an
annual basis and before every vote of the bargaining unit.

5.6.5.7 PNCC CHAIR- Conduct and supervise the affairs of the PNCC
in accordance with these Bylaws;
5.6.5.8 The PNCC shall address such issues as: standards of
nursing practice, patient care, safety, staffing and other
issues regarding nursing care. The Committee shall:

5.6.5.8.1 Be composed of members elected representing
various clinical areas and shifts.
5.6.5.8.2 Function as (to be) outlined in the contract.

5.7 Negotiating Committee-

5.7.1 The Negotiating Committee shall consist of the BEO and other members of the
Unit. The Committee shall:
5.7.2 Represent the entire membership in contract negotiations.
5.7.3 Ask members for contract proposals prior to each contract negotiation.
5.7.4 Keep the Unit informed during negotiations by reporting at the regular
meetings and calling any special meetings necessary.
5.7.5 Bring final terms of the Agreement with the Administration to the
membership for approval or disapproval by written or secure,
secret, electronic ballots.
5.7.6 Development and distribution of negotiations survey(s);

5.7.6.1 Research of negotiations related issues, with the goal of
having at least one meeting with the bargaining unit to review
outstanding contract issues. This meeting must take place prior
to the Committee beginning to meet with the employer;
5.7.6.2 Formulation of contract proposals;
5.7.6.3 Assist in the negotiations of a successor collective bargaining
agreement;
5.7.6.4 Make recommendations to the bargaining unit whether to ratify a
contract; and
5.7.6.5 Sign the ratified contract.

5.7.7 Election Year- if an election of officers is held while the collective bargaining
agreement is being negotiated, the members of the old Executive Committee will
continue to serve as the Negotiating Committee until after the ratification of the
successor agreement.

5.8 Professional Nursing Care Committee-
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5.8.1 Composition- The PNCC will be composed of members elected representing the various areas and shifts, or as otherwise specified by the collective bargaining agreement.

5.8.2 Duties-

5.8.2.1 Make recommendations for educational and training programs compatible with identified hospital goals;
5.8.2.2 Process and analyze unsafe staffing reports. Take necessary steps to address issues raised in unsafe staffing reports when necessary;
5.8.2.3 Make timely reports to the Executive Committee and ONA concerning unsafe staffing reports and educational and training programs;
5.8.2.4 Make recommendations to the facility of ways and means to improve patient care;
5.8.2.5 Make reports to outside agencies with the approval of the Executive Committee and ONA; and Those duties specified with the collective bargaining agreement.

5.9 Elections Committee-

5.9.1 Composition- The Elections Committee will be composed of the Secretary of the Executive Committee and three (3) members in good standing who are not holding office appointed by the Executive Committee.

5.9.2 Duties-

5.9.2.1 Review all nominations to ensure the nominees are eligible and willing to serve;
5.9.2.2 Oversee the election of officers to ensure only members in good standing vote in an election; and
5.9.2.3 Count all ballots and report findings to Executive Committee and ONA.

Article 6 - Contract Ratification and Other Votes

6.1 Notification- at least five (5) days prior to a contract ratification or other vote, members and fair-share members shall receive by mail a summary of the issue to be voted on. For contract ratification votes, the Secretary will post a summary of the tentative agreement and the date, time and place of the vote. Upon request, the Secretary shall make available a copy of the tentative agreement.

6.2 Secret Ballot- Voting shall be by secret ballot of the members in good standing, as well as fair-share members, as verified by the Secretary of the Executive Committee and/or Membership Chairperson.

6.3 Majority Vote- A cumulative majority vote by secret ballot of the members in good standing shall decide the issue. Only those members present or those voting by absentee ballot may vote.

6.4 Vote By Mail, or Absentee- Nothing contained herein shall preclude the PNAL-ONA Executive Committee in the exercise of its discretion, from directing that the election be conducted by mail ballot, e-mail or absentee after appropriate notice and with safeguards for preserving the secrecy of the balloting.
6.5 Dispute- In case of a dispute on voting eligibility, such individuals will be allowed to vote, but their ballots will be set aside and uncounted until membership eligibility can be determined. Under no circumstances will the outcome of the ratification vote be delayed for longer than seven (7) days.

6.6 Strike Vote- in cases where the bargaining unit is voting on whether to strike and in other situations identified by the Executive Committee, the entire bargaining unit will have the right to vote on the issue of whether to strike, including non-members.

Article 7- Bylaws

7.1 Timing- These Bylaws may be amended twice each year.

7.2 Member Initiated Amendments- members can propose amendments to these Bylaws by submitting a petition with the signatures of at least seven (7) members in good standing to the Secretary of the Executive Committee. The petition shall include the proposed amendment to the Bylaws and a concise statement as to the reason for the proposed change.

7.3 Executive Committee Initiated Amendments- the Executive Committee can submit a proposed amendment to these Bylaws that includes a concise statement as to the reason for the proposed change.

7.4 Impact on Current Officers- Under no circumstances may these Bylaws be amended during a term of office to modify the powers and duties of the incumbent officers. Such amendments may be made effective only as of the beginning of the next term of office.

7.5 Notification- at least fourteen (14) days prior to a vote on an amendment to these Bylaws, the Secretary shall post in conspicuous places and mail to the membership the proposed change.

7.6 Vote- A majority vote of the members in good standing present at the meeting shall be required for passage of the proposed amendment.
7.7 *Subject to Approval*- Amendments to these Bylaws are subject to the approval of ONA’s EGW Cabinet and shall not be effective until such approval has been given.

7.8 *Vote By Mail, or Absentee*- Nothing contained in these Bylaws shall preclude the Executive Committee in the exercise of its discretion, from directing that a membership vote be conducted by mail or absentee ballot. Appropriate notice and safeguards for preserving the secrecy of the balloting shall be ensured.

**Article 8- *Savings Clause***

8.1 The provisions of these Bylaws relating to the payment of dues, assessments, fines or penalties, etc., shall not be construed as incorporating into any union-security contract those requirements for good standing membership which may be in violation of applicable law, nor shall they be construed as requiring any employer to violate any applicable law. However, all such financial obligations imposed by or under ONA and these Bylaws (and in conformity therewith) shall be legal obligations of the members upon whom imposed and enforceable in a court of law.

8.2 If any provision of these Bylaws shall be declared invalid or inoperative by any competent authority of the executive, judicial, or administrative branch of federal or state government, the Executive Committee or ONA shall have the authority to suspend the operation of such provision during the period of its invalidity and to substitute in its place and stead a provision which will meet the objections to its validity and which will be in accord with the intent and purpose of the invalid provision.

8.3 If any section or subsection of these Bylaws should be held invalid by operation or law or by any tribunal of competent jurisdiction, the remainder of these Bylaws or the application of such section or subsection to persons or circumstances, other than those to which it has been held invalid, shall not be affected thereby.